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Op 1313  
1996  
CHEMPLEX-3-C

(3C)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:  
**SOLAZZI**

Serial No.: **08/440,644**

Group Art Unit: **1313**

Filed: **MAY 15, 1995**

Examiner: **ALEXANDER, L.**

For: **METHOD AND APPARATUS FOR  
TRIMLESS SAMPLE CUP USED  
IN X-RAY SPECTROSCOPY**

Date: **FEBRUARY 22, 1996**

Honorable Commissioner of  
Patents and Trademarks  
Washington, D.C. 20231

TERMINAL DISCLAIMER

Sir:

Petitioner, CHEMPLEX INDUSTRIES, INC., having a place of business at 160 Marbledale Road, Tuckahoe, New York, 10107, affirms that it is the assignee and owner of a one hundred percent interest in the instant application. Documentary evidence of the assignment of the above-identified application to CHEMPLEX INDUSTRIES, INC., by document dated January 26, 1993, was recorded in the U.S. Patent and Trademark Office on January 28, 1993, at Reel 6422, Frame 0070. Assignee has reviewed the afore-referenced evidentiary document, and certifies to the best

310 JS 03/04/96 08440644

248

of assignee's knowledge and belief, that title is in the assignee seeking to take action.

Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of U.S. Patent No. 5,451,375 entitled APPARATUS FOR TRIMLESS SAMPLE CUP USED IN X-RAY SPECTROSCOPY, issued September 19, 1995, and assigned to CHEMPLEX INDUSTRIES, INC. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent 5,451,375 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of U.S. Patent 5,451,375, in the event that said patent later; expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The undersigned, whose title is supplied below, is empowered to act on behalf of CHEMPLEX INDUSTRIES, INC.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the

United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

2/23/96

ARTHUR L. PLEVY,  
Attorney for CHEMPLEX INDUSTRIES,  
INC.